

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W52R7R-4269-P400		PAGE 1 OF 42	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9124D-05-R-0002	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JOANNE W. EDWARDS				b. TELEPHONE NUMBER (No Collect Calls) 502-624-8062	
9. ISSUED BY DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109 FORT KNOX KY 40121-5000 TEL: FAX:		CODE W9124D		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 7011 SIZE STANDARD: \$6 mil		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO US ARMY RECRUITING COMMAND USAREC DIANE MYERS RCRLM PRC BLDG 1307 RM 2104 FORT KNOX KY 40121-2726 TEL: 502-626-0279 FAX: 502-626-0688		CODE W52R7RCC		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 4 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (Location)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42c. DATE REC'D (YY/MM/DD)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

OFFEROR SHALL COMPLETE THE FOLLOWING INFORMATION:**DUNS NUMBER:** _____**FED TAX ID#:** _____**CAGE CODE:** _____**PHONE NO:** _____**FAX NO:** _____**E-MAIL ADDRESS:** _____**NAICS 721110 APPLIES TO THIS REQUIREMENT****NOTES:**

1. Questions concerning this solicitation must be submitted in writing and may be faxed to ATTN: Joanne Edwards at (502)624-7165/5869 or e-mail to joanne.edwards@knox.army.mil.

2. All contractors wishing to do business with the government must possess a valid DUNS number and Cage Code and must be registered in the Central Contractor Registration (CCR). Contractors can register online at www.ccr.gov. For assistance, contractors can call toll free 888-227-2423.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	LODGING, SINGLE ROOMS (20 ROOMS X 6 NIGHTS) 20-26 FEB 2005 PURCHASE REQUEST NUMBER: W52R7R-4269-P400	120	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	LODGING, SINGLE ROOMS (20 ROOMS X 5 NIGHTS) 21-26 FEB 2005 PURCHASE REQUEST NUMBER: W52R7R-4269-P400	100	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	DINNER	175	Each	\$_____	\$_____
	ON 22 FEB 05 FOR 175 PEOPLE				
	PURCHASE REQUEST NUMBER: W52R7R-4269-P400				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB		225	Each	\$_____	\$_____

AWARDS DINNER
ON 24 FEB 05 FOR 225 PEOPLE
PURCHASE REQUEST NUMBER: W52R7R-4269-P400

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC		525	Each	\$_____	\$_____

BREAKFAST
ON 23, 24, AND 25 FEB 05 FOR 175 PEOPLE
PURCHASE REQUEST NUMBER: W52R7R-4269-P400

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD		525	Each	\$_____	\$_____

LUNCH
ON 23, 24, AND 25 FEB 05 FOR 175 PEOPLE
PURCHASE REQUEST NUMBER: W52R7R-4269-P400

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE		30	Each	\$_____	\$_____

DINNER
ON 25 FEB 05 FOR 30 PEOPLE
PURCHASE REQUEST NUMBER: W52R7R-4269-P400

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Lot	\$_____	\$_____

COMMUNICATION EXPENSES:
FFP
PHONE LINES @ \$_____ EACH (6 PER DAY X 5 DAYS) & LAN LINES
@ \$_____ EACH (3 DSL OR 5-1 LNE), LABOR AND CABLES.
PURCHASE REQUEST NUMBER: W52R7R-4269-P400

ITEM NO
0007

MEETING ROOM RENTAL AS FOLLOWS:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA		7	Days	\$_____	\$_____

OPERATIONS/PROTOCOL ROOM
TO ACCOMMODATE 20 PEOPLE FOR THE PERIOD 20-26 FEB 05.
PURCHASE REQUEST NUMBER: W52R7R-4269-P400

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB		7	Days	\$_____	\$_____

MESSAGE CENTER
TO ACCOMMODATE 10 PEOPLE FOR THE PERIOD 20-26 FEB 05.
PURCHASE REQUEST NUMBER: W52R7R-4269-P400

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AC		7	Days	\$_____	\$_____

STORAGE ROOM
AT LEAST 8' X 10', FOR THE PERIOD 20-26 FEB 05
PURCHASE REQUEST NUMBER: W52R7R-4269-P400

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AD		4	Days	\$_____	\$_____

BREAKOUT MEETING ROOMS
TO ACCOMMODATE 40 PEOPLE FOR THE PERIOD 23-26 FEB 05. EIGHT
ROOMS PER DAY.
PURCHASE REQUEST NUMBER: W52R7R-4269-P400

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Each	\$_____	\$_____

ROOM RENTAL TO BE USED FOR RECEPTION
DINNER FOR 175 PEOPLE WITH 2 CASH BARS AND STAGE ON 22 FEB
05.
PURCHASE REQUEST NUMBER: W52R7R-4269-P400

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		4	Days	\$_____	\$_____

ROOM RENTAL, GENERAL SESSION MEETING ROOM
FOR 225 PEOPLE DAILY, 23-26 FEB 05, SET-UP CLASSROOM STYLE
WITH FRONT, SUSPENDED PROJECTION, STAGE AND PODIUM.
PURCHASE REQUEST NUMBER: W52R7R-4269-P400

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		3	Days	\$_____	\$_____
	BANQUET ROOM FOR BREAKFAST AND LUNCH ON 23, 24 AND 25 FEB 05.				
	PURCHASE REQUEST NUMBER: W52R7R-4269-P400				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Each	\$_____	\$_____
	BALLROOM RENTAL, FOR AWARDS DINNER SET-UP FOR 225 PEOPLE WITH STAGE AND SPEAKERS PODIUM, 2 CASH BARS FOR PRE-DINNER RECEPTION ON 24 FEB 05.				
	PURCHASE REQUEST NUMBER: W52R7R-4269-P400				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		42,000	Dollars, U.S.	\$1.00	\$42,000.00
	AUDIO VISUAL EQUIPMENT RENTAL (ESTIMATED) SPECIFIC EQUIPMENT REQUIREMENTS FOR 22-25 FEB 05 WILL BE IDENTIFIED AT A LATER DATE.				
	PURCHASE REQUEST NUMBER: W52R7R-4269-P400				

TOTAL ESTIMATED AMOUNT FOR CLINS 0001-0012

\$_____

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.212-1	Instructions to Offerors--Commercial Items	JAN 2004
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004) ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

____Black American.

____Hispanic American.

____Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act-- Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act."

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

NA (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

NA (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

NA (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

NA (ii) Alternate I (MAR 1999) to 52.219-5.

NA (iii) Alternate II to (JUNE 2003) 52.219-5.

NA (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

NA (ii) Alternate I (OCT 1995) of 52.219-6.

NA (iii) Alternate II (MAR 2004) of 52.219-6.

NA (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

NA (ii) Alternate I (OCT 1995) of 52.219-7.

NA (iii) Alternate II (MAR 2004) of 52.219-7.

XX (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

NA (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

NA (ii) Alternate I (OCT 2001) of 52.219-9

NA (iii) Alternate II (OCT 2001) of 52.219-9.

NA (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

NA (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

NA (ii) Alternate I (JUNE 2003) of 52.219-23.

NA (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

NA (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

NA (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

NA (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

XX (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

NA (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

NA (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

NA (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

NA (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

NA (ii) Alternate I (JAN 2004) of 52.225-3.

NA (iii) Alternate II (JAN 2004) of 52.225-3.

NA (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

NA (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

NA (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

NA (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

NA (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

NA (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

NA (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

NA (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

NA (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

NA (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☐_XX_ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐_NA_ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐_NA_ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐_NA_ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☐_NA_ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

☐_XX_ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

☐_NA_ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

☐_NA_ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

☐_NA_ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (☐_Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

☐_NA_ 252.225-7021 Trade Agreements (JUN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐_NA_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☐_NA_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐_NA_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (☐_Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐_NA_ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

☐_NA_ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

☐_NA_ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

☐_NA_ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

☐_XX_ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

☐_XX_ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

☐_XX_ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (☐_Alternate I) (MAR 2000) (☐_Alternate II) (MAR 2000) (☐_XX_Alternate III (May 2002).

☐_NA_ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical: Technical proposals will be evaluated on facility quality and quality control. This factor will be evaluated by reviewing the offeror's proposal and by site inspection, if necessary.

Past Performance: Past performance information will be evaluated by reviewing the offeror's proposal and by contacting references provided. An offeror showing no relevant past performance relating to this request for proposal will not be evaluated favorably or unfavorably, he/she will receive a neutral performance rating.

Price

Technical and past performance, when combined, are significantly more important than price. The closer the final evaluated technical and past performance factors of the acceptable offers are to one another, the greater shall be the importance of the price factor in making the award decision.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This clause incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This clause incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

SOLICITATION METHOD

This solicitation is issued as a commercial acquisition using simplified acquisition procedures in accordance with Federal Acquisition Regulation (FAR) parts 12, 13, and 15.

PROPOSAL SUBMITTAL INSTRUCTIONS

The offeror shall submit the original and three copies of the proposal to Directorate of Contracting, Attn: Contracting Officer (W9124D-05-R-0002), Building 1109B, Room 250, Fort Knox, Kentucky 40121-5000. The original and three copies of the proposal must be received by the Contracting Officer prior to the date and time set in the solicitation or any issued amendment.

GENERAL PROPOSAL INFORMATION

The government is not liable for any costs incurred by the offerors in submitting offers in response to this solicitation. Proposals from unsuccessful offerors shall not be returned to the offeror. One copy of the proposal will be retained in the solicitation file and the government will destroy remaining copies. The government will not issue any certification of destruction.

ACCEPTANCE OF PROPOSALS

The government reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth or referenced in this solicitation and which demonstrate an understanding of the scope of the project.

PRE-PROPOSAL QUESTIONS

Offerors must submit any questions regarding this solicitation/statement of work in writing to the Contracting Officer. Questions must be received by the Contracting Officer in adequate time to allow a written response prior to

the proposal due date. No remarks or written responses to questions by government personnel shall change or qualify any of the terms or conditions of the solicitation. The solicitation can only be changed by a formal written amendment issued by the Directorate of Contracting, Fort Knox, Kentucky.

PROPOSAL FORMAT AND CONTENT

All offerors are required to submit a proposal with, as a minimum, the content specified herein. Proposals without the specified minimum content may be judged unacceptable.

A. The offeror shall submit the original proposal and three copies. The proposal shall consist of the following sections and shall be bound in such a fashion that the government can detach sections without tearing pages:

Section I - Solicitation Documents

Section II - Technical Proposal

Section III - Past Performance Information

B. Section I - Solicitation Documents: This section shall contain -

1. Standard Form 1449, duly executed by an official authorized to bind the company;
2. The prices in the bid schedule;
3. Completed representations and certifications

C. Section II - Technical Proposal: This section is limited to 25 pages. The proposal shall indicate a comprehension of technical requirements of the solicitation. Comprehension is indicated by the information provided on the proposed facility. The proposal shall contain, at a minimum, the following:

1. Complete description of the facilities proposed, to include, but not limited to, room description (to include type of bed(s), smoking or non-smoking); guest room amenities (such as: cable/satellite television, air conditioning, hair dryer, ironing board and iron, coffee maker with coffee/tea/creamers/sugar; and alarm clock); description of available conference room space; hotel services, description of audio visual equipment and support services, and proximity to Nashville, Tennessee and Nashville International Airport (BNA). The offeror shall make the facilities available for inspection by the government.
2. Complete description of the proposed continental breakfast or breakfast buffet, lunch or lunch buffet, dinner meals, and light refreshments (breaks) to be provided in accordance with the Performance Work Statement.
3. Current standards for sanitation and cleanliness and how these standards will be maintained throughout the contract period.
4. Quality control plan that includes, but is not limited to, methods for identifying, preventing, and correcting contract deficiencies and the method for documenting and enforcing quality control. This plan shall become a part of the contract and shall remain effective during the entire contract period. Any changes shall be approved by the Contracting Officer prior to implementation.
5. Any other narrative or other information the offeror may wish to provide (e.g., other amenities, such as guest laundry services, in-room refrigerator, proximity to restaurants, shopping areas, and entertainment establishments).

D. Section III - Past Performance: The proposal shall include information on the offeror's general background, experience and qualifications in performing similar services and the quality of service. Information shall include a point of contact/reference with telephone number. The offeror shall also provide the point of contact and telephone number for the customer. The offeror may identify additional points of contact. The offeror may also describe any quality awards or certifications that indicate possession of a high-quality process for providing the services required. Include information on what segment of the company received the award or certification and describe when it was bestowed.

The government may use past performance information obtained from other than those sources identified by the offeror and the information obtained will be used for both the responsibility determination and the best value decision.

INVOICES

The contractor shall submit the invoice, identifying the contract number, for services rendered to the address located in block 18a of the Standard Form 1449. All invoices must contain some sort of identifying invoice/account number along with the delivery order and/or contract number. Failure to do so will result in delay of payment.

PAYMENT STATUS INQUIRY

Contract payment status may be found online at www.dfas.mil Select Money Matters – Vendor Pay Inquiry System – from the main menu. On the next screen, select Non-MOCAS System Query by contract Number, EFT Trace Number, Check Number, Duns Number, or Cage Code.

CONTRACT ADMINISTRATION

All contract administration will be effected by the Contracting Officer, Contract Administration Division, Directorate of Contracting, Building 1109B, Fort Knox, Kentucky 40121-5000. Changes in or deviation from the Performance Work Statement shall not be effected without a written modification to the contract executed by the Contracting Officer.

INSPECTION

Inspection of services to be furnished hereunder will be made by the Commander, U.S. Army Recruiting Command, Fort Knox, Kentucky, or his authorized representative.

WAGE DETERMINATION

U.S. Department of Labor Wage Determination 94-2497 (Rev 23), dated 6/28/2004 is attached hereto and is made a part of this solicitation and any resultant contract. Additional wage determinations will be added if the place of service is different than the locations covered by the attached wage determinations.

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

In accordance with FAR Clause 52.222-42 "Statement of Equivalent Rates for Federal Hires", incorporated into this contract by reference at paragraph (c) of FAR Clause 52.212-5 "Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items", the following information is furnished:

This statement is for information only. It is not a Wage Determination.

Employee Class	Monetary Wage-Fringe Benefit
Desk Clerk	\$12.20 – 29.65%
Food Service Worker	\$12.70 – 29.65%

Maid or Houseman \$11.60 – 29.65%

PERFORMANCE WORK STATEMENT

All work shall be performed in accordance with the "Performance Work Statement for the U.S. Army Recruiting Command Annual Leaders' Training Conference, Nashville, TN", dated 26 October, attached hereto.

PERFORMANCE WORK STATEMENT
U.S. ARMY RECRUITING COMMAND
ANNUAL LEADERS' TRAINING CONFERENCE
NASHVILLE, TN

26 October 2004

GENERAL REQUIREMENTS

1. Scope of Work The contractor shall furnish facilities, furniture, equipment, supplies, management, supervision, and labor to provide training site for soldiers and family members attending the U.S. Army Recruiting Command Annual Leaders' Training Conference (ALTC) at Nashville, TN. The contractor shall provide services in accordance with this Performance Work Statement (PWS). All personnel will be lodged at the same hotel where the conference rooms are located. Hotel will be located in Nashville, TN within 20 miles of the Nashville Airport.

1.1. Facility Requirements. The contractor's facility will meet the following minimum criteria:

- a. Be a minimum of a 3-star rated hotel.
- b. Front-Desk operating 24 hours per day.
- c. Security provided 24 hours per day.
- d. Electronic Key Access to Lodging Rooms
- e. On-site exercise facilities.
- f. Laundry/Valet Services.
- g. Minimum of 1 restaurant on premises.
- h. Room service available.

1.2. LODGING REQUIREMENTS:

1.2.1. Provide single and/or double occupancy hotel/motel rooms for Advance Party personnel. A total of 20 rooms are required for the period 20 February 2005 through 25 February 2005. Personnel will depart on 26 February 2005. A total of 20 rooms are required for the period 21 February 2005 through 25 February 2005. Personnel will depart on 26 February 2005.

1.2.2. Provide a room block for 175 rooms for 4 nights, 22 February 2005 through 25 February 2005. Personnel will depart on 26 February 2005. A minimum of 13 suites shall be provided to the government at a rate not to exceed the per diem rate (12 suites to include executive club rooms and one presidential suite or equal). The Government will provide a Master Rooming List to the contractor. Individuals on the Master Rooming List will be responsible for all room charges. All personnel will be lodged at the same hotel where the conference rooms are located.

1.2.3. Provide parking, at no additional charge, for personnel who arrive in privately owned vehicles and government-owned vehicles.

1.2.4. Subcontracting The contractor shall furnish lodging at a location specified in the contract. The contractor shall not subcontract to any other establishment or any other location not specified in the contract.

1.2.5. The contractor shall reserve requested rooms until 6:00 PM, Central Standard Time, each evening. Rooms shall be assigned within fifteen minutes after arrival at the lodging facility. The contractor shall provide services to personnel arriving later than 6:00 PM. The government will provide the contractor with advance notice of late arrivals, barring unforeseen events (e.g., weather and emergency situations).

1.2.6. The contractor shall provide smoke-free rooms when requested. When it is necessary to place a non-smoker in a smoking room, the contractor shall clean the room in order to minimize the smoke odor. Cleaning may include, but is not limited to, changing bed linens and draperies, chemical removal of odors, and ozone/air cleaning processes.

1.2.7. All personnel who arrive at the hotel shall be provided services. Personnel who arrive at the hotel on an earlier date than scheduled will be responsible for all charges incurred prior to the scheduled arrival date (to include room charge).

1.2.8. All lodging rooms will have a minimum of a double size bed, individually controlled air conditioning and heat, satellite or cable color television, coffee maker with coffee/tea/creamers/sugar, hair dryer, ironing board, iron, extra pillows, and blankets, computer hook-up, and alarm clock. The sleeping facilities furnished shall be solely on the basis of one individual or family unit to a room.

1.2.9. Accommodations, services, and privileges normally extended to any guest of the establishment shall also be given to ALTC attendees staying at the establishment.

1.2.10. The contractor shall provide wake-up service.

1.2.11. The contractor shall comply with all applicable federal, state, and local fire and safety codes and regulations.

1.2.12. **Miscellaneous Services** The government will not be responsible for any miscellaneous charges incurred by ALTC attendees. The contractor shall explain to attendee that miscellaneous charges (such as telephone charges, pay-per-view movies, room service, etc.) are not covered by the contract and will be charged to and paid by the individual. The contractor shall provide information to the attendees on services available under the contract.

1.3 CONFERENCE ROOM REQUIREMENTS:

1.3.1. The contractor shall provide one conference room to accommodate training sessions for 225 people from 8:00 AM until 6:00 PM, Central Standard Time, for Wednesday through Saturday (23 - 26 February 2005). This room will be set up classroom style with front, suspended projection, a stage, and a podium.

1.3.2. The conference room utilized for training shall contain electrical outlets for government-furnished laptop computer, LCD (Infocus) projector, audio visual equipment, VCR, and projection screen. The conference room must contain a podium, extension cord, microphone and chalkboard or whiteboard. Training session participants will be seated at times and may require additional space in the conference room for break-out sessions.

1.3.3. The contractor shall provide a banquet/conference room that will accommodate 175 people for a Reception Dinner on Tuesday, 22 February 2005, an Awards Banquet room that will accommodate 225 people on Thursday, 24 February 2005, and a room for the Commanding General's Dinner for 30 people on Friday, 25 February 2005. The Reception on 22 February 2005 will have two (2) cash bars and a stage. The Awards Banquet on 24 February 2005 will have two (2) cash bars for a pre-dinner reception.

1.3.4. Additional conference room requirements include: eight (8) breakout rooms for 23-26 February 2005, one (1) operations room for 20-26 February 2005, one (1) message center room for 20-26 February 2005, and one (1) storage rooms that is at least 8' x 10'.

1.3.5. The Operations/Protocol Room shall accommodate a minimum of 20 people set-up in an office configuration with 2 phone lines for outgoing calls and 3 computer terminal hook-ups. Each breakout room shall accommodate a minimum of 40 people and shall be set-up in hollow square or conference style configuration. The message center room shall accommodate a minimum of 10 personnel set-up in an office configuration, and shall have 3 phone lines for outgoing calls, one phone line for facsimile machine, and a minimum of 6 computer terminal hook-ups.

1.3.6. Conference room may double as catering area if large enough space exists and training is not interrupted.

1.4. **MEALS:** Daily cost of meals shall not exceed the government per diem rate.

1.4.1 **Breakfast.** The contractor shall provide a continental breakfast or breakfast buffet for approximately 175 people consisting of, at a minimum, fresh fruits, cereals, toast, muffins, pastries, caffeinated and decaffeinated

coffee, tea, milk, and assorted juices. Breakfast shall be available beginning at 7:00 AM through 8:30 AM, Tuesday through Saturday.

1.4.2 Lunch. The contractor shall provide lunch for approximately 175 people consisting of, at a minimum, sandwiches, fresh fruit, cookies, or a hot buffet w/salad bar, coffee and decaffeinated coffee, tea, milk and assorted soft drinks. Lunch shall be made available at times arranged for on the training schedule from Wednesday through Saturday.

1.4.3 Light Refreshments. The contractor shall provide, at a minimum, assorted pastries/muffins, coffee and decaffeinated coffee, tea, and milk for morning and cookies, coffee and decaffeinated coffee, assorted soft drinks, and bottled water for the afternoon break. Breaks shall be made available at times arranged for on the training schedule from Wednesday through Saturday. The refreshments shall be provided at a cost of \$5 per person/per day for approximately 175 people.

1.4.4 Reception Dinner. The contractor shall provide, at a minimum, heavy hors d'oeuvres consisting of, but not limited to, stuffed mushrooms, chicken salad, petite quiche, seasonal fruit and berries, roast beef or ham carving station (carver required), and assorted desserts for Tuesday, 22 February. Two cash bars will be set up and serve from 7:00 PM to 9:30 PM.

1.4.5 Banquet. The contractor shall provide an awards banquet meal for 225 people consisting of, at a minimum: salad w/dressing, choice of beef, chicken, or seafood entrée, fresh vegetable, side dish, 3 dessert choices, dinner rolls with butter, freshly brewed coffee, decaffeinated coffee, and iced tea, and two cash bars. Service will begin at 6:30 PM to 10:30 PM.

1.4.6 Commanding General's Dinner. The contractor shall provide service for a small Commanding General-hosted dinner for 30 people, consisting of, at a minimum, salad w/choice of 2 dressings, choice of beef, chicken, or seafood entrée, fresh vegetable, side dish, warm dinner rolls w/butter, dessert, coffee, decaffeinated coffee and iced tea. A cash bar shall be provided and will serve from 6:00 PM to 10:00 PM.

1.5. Merchandising. The contractor will authorize the Government to display Army banners, exhibits, posters, and memorabilia throughout the conference room areas and the main lobby of the hotel.

1.6. Audio-Visual Equipment Rental. The Government will require audio-visual equipment and support services for this conference. The total amount estimated for equipment rental is \$42,000. A list of the Government's requirements will be developed and furnished to the contractor after contract award.

1.7. **Security** The contractor shall provide a security plan to the Contracting Officer for approval no later than ten days after contract award. The plan shall include procedures to be taken by the contractor to ensure a safe and crime free environment. The plan will be reviewed and returned to the contractor, by the Contracting Officer, within ten days after receipt. If unapproved, the contractor shall return a revised plan to the Contracting Officer within five days.

1.8. **Quality Assurance** The government will monitor contractor performance under this contract using the Inspection of Services Clause. The Contracting Officer, or his duly appointed representative, may inspect the contractor's facilities for compliance with state and local health, sanitation, and fire prevention standards and to ensure that accommodations are being furnished in accordance with the contract. Inspections may be announced or unannounced.

1.9. **Contractor's Representative** The contractor shall provide the Contracting Officer the name and telephone number of an individual to act as the Contractor Representative within five (5) calendar days after contract award. The Contractor Representative shall be the point of contact for the government and shall have the authority to act or make decisions for the contractor on all matters pertaining to this contract. The contractor shall notify the Contracting Officer, in writing, of changes in the Contractor Representative no later than five (5) working days prior to said change.

Section 3

GOVERNMENT-FURNISHED PROPERTY AND SERVICES

3.1 Reserved

Section 4

CONTRACTOR-FURNISHED PROPERTY

4.1 The contractor shall furnish all facilities, equipment, supplies, management, supervision, and labor required to perform services, except that specifically identified as government-furnished property in Section 3.

4.2 The contractor shall provide a minimum of a queen size bed, individually controlled air conditioning and heat, cable or satellite television, coffee maker with coffee/tea/creamers/sugar, hair dryer, ironing board, iron, and alarm clock to all guests in their rooms.

TECHNICAL EXHIBIT 1

DELIVERABLES

SECTION	TITLE	FORMAT	REQUIRED DATE	FREQUENCY	NO. OF COPIES	DISTRIBUTION
1.11	Security Plan	Written	Within 10 days after contract award	Initially and upon change	1	Contracting Officer
1.15	Designation of Contractor's Representative	Written	Within 5 days after contract award	Initially and upon change	1	Contracting Officer

Wage Determination: 1994-2497, 23 REGISTER OF WAGE DETERMINATIONS
UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

William W. Gross Director Division of Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 1994-2497
Revision No.: 23
Date of Last Revision: 06/28/2004

States: Kentucky, Tennessee

Area: Kentucky Counties of Adair, Allen, Barren, Clinton, Cumberland, Metcalfe,
Monroe, Russell, Simpson
Tennessee Counties of Bedford, Cannon, Cheatham, Clay, Davidson, De Kalb,
Dickson, Hickman, Houston, Humphreys, Jackson, Lewis, Macon, Marshall, Maury,
Perry, Putnam, Robertson, Rutherford, Smith, Sumner, Trousdale, Warren, White,
Williamson, Wilson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I 10.03

01012 - Accounting Clerk II 12.04

01013 - Accounting Clerk III 13.50

01014 - Accounting Clerk IV 15.70

01030 - Court Reporter 14.32

01050 - Dispatcher, Motor Vehicle 14.23

01060 - Document Preparation Clerk 10.39

01070 - Messenger (Courier) 9.61

01090 - Duplicating Machine Operator 10.39

01110 - Film/Tape Librarian 9.50

01115 - General Clerk I 8.79

01116 - General Clerk II 10.02

01117 - General Clerk III 11.29
01118 - General Clerk IV 12.70
01120 - Housing Referral Assistant 15.85
01131 - Key Entry Operator I 9.43
01132 - Key Entry Operator II 11.01
01191 - Order Clerk I 10.52
01192 - Order Clerk II 13.17
01261 - Personnel Assistant (Employment) I 10.98
01262 - Personnel Assistant (Employment) II 12.11
01263 - Personnel Assistant (Employment) III 14.97
01264 - Personnel Assistant (Employment) IV 15.64
01270 - Production Control Clerk 16.76
01290 - Rental Clerk 9.58
01300 - Scheduler, Maintenance 12.12
01311 - Secretary I 12.12
01312 - Secretary II 14.84
01313 - Secretary III 15.85
01314 - Secretary IV 18.54
01315 - Secretary V 20.49
01320 - Service Order Dispatcher 11.71
01341 - Stenographer I 10.42
01342 - Stenographer II 11.69
01400 - Supply Technician 18.54
01420 - Survey Worker (Interviewer) 11.64
01460 - Switchboard Operator-Receptionist 11.01
01510 - Test Examiner 14.84
01520 - Test Proctor 14.84
01531 - Travel Clerk I 9.55
01532 - Travel Clerk II 10.12
01533 - Travel Clerk III 10.79
01611 - Word Processor I 10.74
01612 - Word Processor II 15.95
01613 - Word Processor III 16.29

03000 - Automatic Data Processing Occupations
03010 - Computer Data Librarian 12.38
03041 - Computer Operator I 12.41
03042 - Computer Operator II 13.91
03043 - Computer Operator III 15.19
03044 - Computer Operator IV 16.95
03045 - Computer Operator V 18.79
03071 - Computer Programmer I (1)14.67
03072 - Computer Programmer II (1)18.67
03073 - Computer Programmer III (1)23.21
03074 - Computer Programmer IV (1)27.62
03101 - Computer Systems Analyst I (1)26.20
03102 - Computer Systems Analyst II (1)27.62
03103 - Computer Systems Analyst III (1)27.62
03160 - Peripheral Equipment Operator 12.41

05000 - Automotive Service Occupations
05005 - Automotive Body Repairer, Fiberglass 18.70
05010 - Automotive Glass Installer 15.67
05040 - Automotive Worker 16.21

05070 - Electrician, Automotive 17.11
 05100 - Mobile Equipment Servicer 14.21
 05130 - Motor Equipment Metal Mechanic 16.29
 05160 - Motor Equipment Metal Worker 16.67
 05190 - Motor Vehicle Mechanic 16.29
 05220 - Motor Vehicle Mechanic Helper 13.22
 05250 - Motor Vehicle Upholstery Worker 14.82
 05280 - Motor Vehicle Wrecker 15.67
 05310 - Painter, Automotive 15.89
 05340 - Radiator Repair Specialist 15.67
 05370 - Tire Repairer 10.89
 05400 - Transmission Repair Specialist 16.29

07000 - Food Preparation and Service Occupations

(not set) - Food Service Worker 8.64

07010 - Baker 11.27
 07041 - Cook I 8.32
 07042 - Cook II 9.31
 07070 - Dishwasher 7.80
 07130 - Meat Cutter 11.78
 07250 - Waiter/Waitress 6.90

09000 - Furniture Maintenance and Repair Occupations

09010 - Electrostatic Spray Painter 14.42
 09040 - Furniture Handler 11.07
 09070 - Furniture Refinisher 15.92
 09100 - Furniture Refinisher Helper 12.72
 09110 - Furniture Repairer, Minor 14.21
 09130 - Upholsterer 14.42

11030 - General Services and Support Occupations

11030 - Cleaner, Vehicles 8.72
 11060 - Elevator Operator 8.55
 11090 - Gardener 11.30
 11121 - House Keeping Aid I 7.70
 11122 - House Keeping Aid II 8.55
 11150 - Janitor 9.28
 11210 - Laborer, Grounds Maintenance 9.35
 11240 - Maid or Houseman 7.70
 11270 - Pest Controller 13.50
 11300 - Refuse Collector 9.50
 11330 - Tractor Operator 10.61
 11360 - Window Cleaner 10.29

12000 - Health Occupations

12020 - Dental Assistant 13.55

12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver
13.27

12071 - Licensed Practical Nurse I 12.61
 12072 - Licensed Practical Nurse II 14.15
 12073 - Licensed Practical Nurse III 15.83
 12100 - Medical Assistant 12.57
 12130 - Medical Laboratory Technician 13.84
 12160 - Medical Record Clerk 11.88

12190 - Medical Record Technician 14.89
12221 - Nursing Assistant I 9.00
12222 - Nursing Assistant II 10.11
12223 - Nursing Assistant III 11.04
12224 - Nursing Assistant IV 12.38
12250 - Pharmacy Technician 12.19
12280 - Phlebotomist 12.61
12311 - Registered Nurse I 17.66
12312 - Registered Nurse II 21.60
12313 - Registered Nurse II, Specialist 21.60
12314 - Registered Nurse III 26.14
12315 - Registered Nurse III, Anesthetist 26.14
12316 - Registered Nurse IV 31.31

13000 - Information and Arts Occupations

13002 - Audiovisual Librarian 17.59
13011 - Exhibits Specialist I 15.80
13012 - Exhibits Specialist II 19.57
13013 - Exhibits Specialist III 23.87
13041 - Illustrator I 17.70
13042 - Illustrator II 21.93
13043 - Illustrator III 26.76
13047 - Librarian 21.13
13050 - Library Technician 11.64
13071 - Photographer I 14.03
13072 - Photographer II 16.42
13073 - Photographer III 20.34
13074 - Photographer IV 24.82
13075 - Photographer V 30.11

15000 - Laundry, Dry Cleaning, Pressing and Related Occupations

15010 - Assembler 6.90
15030 - Counter Attendant 6.90
15040 - Dry Cleaner 8.31
15070 - Finisher, Flatwork, Machine 6.90
15090 - Presser, Hand 6.90
15100 - Presser, Machine, Drycleaning 7.59
15130 - Presser, Machine, Shirts 6.90
15160 - Presser, Machine, Wearing Apparel, Laundry 6.90
15190 - Sewing Machine Operator 9.07
15220 - Tailor 9.93
15250 - Washer, Machine 7.43

19000 - Machine Tool Operation and Repair Occupations

19010 - Machine-Tool Operator (Toolroom) 16.63
19040 - Tool and Die Maker 17.60

21000 - Material Handling and Packing Occupations

21010 - Fuel Distribution System Operator 14.64
21020 - Material Coordinator 16.21
21030 - Material Expediter 16.21
21040 - Material Handling Laborer 12.25
21050 - Order Filler 10.65
21071 - Forklift Operator 13.23

21080 - Production Line Worker (Food Processing) 13.23
21100 - Shipping/Receiving Clerk 12.23
21130 - Shipping Packer 12.23
21140 - Store Worker I 10.08
21150 - Stock Clerk (Shelf Stocker; Store Worker II) 13.63
21210 - Tools and Parts Attendant 13.23
21400 - Warehouse Specialist 13.23

23000 - Mechanics and Maintenance and Repair Occupations
23010 - Aircraft Mechanic 18.17
23040 - Aircraft Mechanic Helper 15.09
23050 - Aircraft Quality Control Inspector 20.64
23060 - Aircraft Servicer 16.98
23070 - Aircraft Worker 17.92
23100 - Appliance Mechanic 16.59
23120 - Bicycle Repairer 11.75
23125 - Cable Splicer 19.50
23130 - Carpenter, Maintenance 14.56
23140 - Carpet Layer 15.46
23160 - Electrician, Maintenance 18.28
23181 - Electronics Technician, Maintenance I 16.79
23182 - Electronics Technician, Maintenance II 17.60
23183 - Electronics Technician, Maintenance III 18.35
23260 - Fabric Worker 14.66
23290 - Fire Alarm System Mechanic 16.73
23310 - Fire Extinguisher Repairer 13.84
23340 - Fuel Distribution System Mechanic 18.07
23370 - General Maintenance Worker 15.40
23400 - Heating, Refrigeration and Air Conditioning Mechanic 17.89
23430 - Heavy Equipment Mechanic 16.03
23440 - Heavy Equipment Operator 15.02
23460 - Instrument Mechanic 17.03
23470 - Laborer 9.50
23500 - Locksmith 16.26
23530 - Machinery Maintenance Mechanic 17.13
23550 - Machinist, Maintenance 16.78
23580 - Maintenance Trades Helper 12.31
23640 - Millwright 20.90
23700 - Office Appliance Repairer 16.26
23740 - Painter, Aircraft 20.17
23760 - Painter, Maintenance 14.42
23790 - Pipefitter, Maintenance 18.39
23800 - Plumber, Maintenance 17.96
23820 - Pneudraulic Systems Mechanic 17.03
23850 - Rigger 17.03
23870 - Scale Mechanic 15.46
23890 - Sheet-Metal Worker, Maintenance 16.58
23910 - Small Engine Mechanic 14.39
23930 - Telecommunication Mechanic I 18.40
23931 - Telecommunication Mechanic II 19.32
23950 - Telephone Lineman 18.40
23960 - Welder, Combination, Maintenance 15.38
23965 - Well Driller 15.48
23970 - Woodcraft Worker 18.11

23980 - Woodworker 12.96

24000 - Personal Needs Occupations

24570 - Child Care Attendant 7.45

24580 - Child Care Center Clerk 10.69

24600 - Chore Aid 8.53

24630 - Homemaker 11.88

25000 - Plant and System Operation Occupations

25010 - Boiler Tender 18.21

25040 - Sewage Plant Operator 16.26

25070 - Stationary Engineer 18.21

25190 - Ventilation Equipment Tender 13.87

25210 - Water Treatment Plant Operator 16.26

27000 - Protective Service Occupations

(not set) - Police Officer 16.34

27004 - Alarm Monitor 10.67

27006 - Corrections Officer 15.51

27010 - Court Security Officer 15.51

27040 - Detention Officer 15.51

27070 - Firefighter 15.96

27101 - Guard I 9.50

27102 - Guard II 10.67

28000 - Stevedoring/Longshoremen Occupations

28010 - Blocker and Bracer 15.19

28020 - Hatch Tender 15.19

28030 - Line Handler 15.19

28040 - Stevedore I 12.66

28050 - Stevedore II 15.44

29000 - Technical Occupations

21150 - Graphic Artist 17.70

29010 - Air Traffic Control Specialist, Center (2)30.50

29011 - Air Traffic Control Specialist, Station (2)21.03

29012 - Air Traffic Control Specialist, Terminal (2)23.16

29023 - Archeological Technician I 15.08

29024 - Archeological Technician II 16.88

29025 - Archeological Technician III 20.89

29030 - Cartographic Technician 20.89

29035 - Computer Based Training (CBT) Specialist/ Instructor 25.25

29040 - Civil Engineering Technician 17.69

29061 - Drafter I 10.49

29062 - Drafter II 14.41

29063 - Drafter III 18.40

29064 - Drafter IV 20.89

29081 - Engineering Technician I 14.91

29082 - Engineering Technician II 16.63

29083 - Engineering Technician III 21.00

29084 - Engineering Technician IV 24.64

29085 - Engineering Technician V 30.21

29086 - Engineering Technician VI 36.54

29090 - Environmental Technician 17.68

29100 - Flight Simulator/Instructor (Pilot) 30.38
29160 - Instructor 20.46
29210 - Laboratory Technician 15.15
29240 - Mathematical Technician 20.98
29361 - Paralegal/Legal Assistant I 14.61
29362 - Paralegal/Legal Assistant II 18.24
29363 - Paralegal/Legal Assistant III 22.25
29364 - Paralegal/Legal Assistant IV 26.68
29390 - Photooptics Technician 22.40
29480 - Technical Writer 23.51
29491 - Unexploded Ordnance (UXO) Technician I 19.38
29492 - Unexploded Ordnance (UXO) Technician II 23.45
29493 - Unexploded Ordnance (UXO) Technician III 28.11
29494 - Unexploded (UXO) Safety Escort 19.38
29495 - Unexploded (UXO) Sweep Personnel 19.38
29620 - Weather Observer, Senior (3)16.85
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)15.10
29622 - Weather Observer, Upper Air (3)15.10

31000 - Transportation/ Mobile Equipment Operation Occupations
31030 - Bus Driver 14.44
31260 - Parking and Lot Attendant 16.13
31290 - Shuttle Bus Driver 11.02
31300 - Taxi Driver 8.96
31361 - Truckdriver, Light Truck 11.02
31362 - Truckdriver, Medium Truck 17.92
31363 - Truckdriver, Heavy Truck 17.63
31364 - Truckdriver, Tractor-Trailer 17.63

99000 - Miscellaneous Occupations
99020 - Animal Caretaker 9.05
99030 - Cashier 8.15
99041 - Carnival Equipment Operator 10.17
99042 - Carnival Equipment Repairer 10.76
99043 - Carnival Worker 8.03
99050 - Desk Clerk 8.47
99095 - Embalmer 19.20
99300 - Lifeguard 9.15
99310 - Mortician 19.38
99350 - Park Attendant (Aide) 11.50
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech) 9.15
99500 - Recreation Specialist 9.80
99510 - Recycling Worker 11.81
99610 - Sales Clerk 9.15
99620 - School Crossing Guard (Crosswalk Attendant) 9.50
99630 - Sport Official 7.95
99658 - Survey Party Chief (Chief of Party) 12.82
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.) 11.50
99660 - Surveying Aide 11.50
99690 - Swimming Pool Operator 14.27
99720 - Vending Machine Attendant 11.97
99730 - Vending Machine Repairer 14.27
99740 - Vending Machine Repairer Helper 11.97

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS

(as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of

artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished

the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.